UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA	PROOF OF CLAIM
Name of Debtor: Tribes Holdings, LLC	Case Number: 09-14817
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of dministrative expense may be filed pursuant to 11 U.S.C. § 503.	the case. A "request" for payment of an
Name of Creditor (The person or other entity to whom the debtor owes money or property):	
QUALLOMM INCORPORATED [ame and address where notices should be sent:	
Sally Cadirci, Legal Hnalyst	
Sally Cadirci, Legal Analyst Qual comm Incorporated	
5775 Morehouse Drive, AA-4420	
San Diego, CA 92121	
TEL: (858)651 - 6047	Check box to indicate that this claim amends a
lame and address where payment should be sent (if different from above):	previously filed claim.
Name:	Court Claim Number: (If known)
Address 1:Address 2:	Filed On:
Address 3:	Check this box if you are aware that anyone else
Address 4:	has filed a proof of claim relating to your claim.
Address 5:	Attach a copy of statement giving particulars.
TEL: (Check this box if you are the debtor or trustee in this case.
arefully read instructions included with this Proof of Claim before completing. In order to have your claim considered policable questions. The original of this Proof of Claim must be sent to: The Rhodes Companies, LLC, c/o coulevard, Suite C, PMB 477, Encino, CA 91436-2522.	f for payment and/or voting purposes, complete ALL Omni Management Group, LLC, 16161 Ventura
. Amount of Claim as of Date Case Filed:	5. Amount of Claim Entitled to Priority under
f all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not omplete item 4.	11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the
fall or part of your claim is entitled to priority, complete item 5.	box and state the amount.
Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach	Specify the priority of the claim:
itemized statement of interest or charges.	Domestic support obligations under - 11 U.S.C. §
2. Basis for Claim	507(a)(1)(A) or (a)(1)(B).
90000500050000000000000000000000000000	Wages; salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankrupcty petition or cessation of the debtor's
3. Last four digits of any number by which creditor identifies debtor:	business, whichever is earlier - 11 U.S.C. §
5670	507(a)(4).
Ba. Debtor may have scheduled account as:	Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
(See instruction #3a on reverse side.)	Up to \$2,425* of deposits toward purchase, lease, or
I. Secured Claim. (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the	rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other	Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
Describe:	Other - Specify applicable paragraph of 11 U.S.C. §
Value of Property: \$	507(a) (). Amount entitled to priority:
Amount of arrearage and other charges as of time case filed included in secured claim, if any:	Amount entitled to priority.
3 Basis for perfection:	
Amount Secured Amount Unsecured	*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of
	adjustment.
Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, in statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a suredacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (S and definition of "redacted" on reverse side.)	mmary. Attach
DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING If the documents are not available, please explain:	MED
Date 0 6 5 Signature: The person filing this claim must sign it. Sign and print name at the creditor or other person authorized to file this claim and state address an number if different from the notice address above. Attach copy of power or	nd telephone
Signature Rally Edderer	By Omni Management Group, Claims
SALLY QADIRCI Legal And	

POC0857

B10 (Official Form 10) (12/08)

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim Form (if not already filled in)

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002 (g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

${\bf 3.}$ Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state the annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

- DEFINITIONS -

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to the other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's taxidentification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

- INFORMATION - F

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offer to Purchase Claim

Certain entities are in the business of purchasing claims for an amount less than the fact value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. \$101 et seq.), and any applicable orders of the bankruptcy court.

In re: **Tribes Holdings, LLC**Chapter 11 Case No. 09-14817
United States Bankruptcy Court **District of Nevada**

SUMMARY OF PROOF OF CLAIM BY QUALCOMM INCORPORATED

Qualcomm Incorporated ("Qualcomm") holds an unsecured claim against Tribes Holdings, LLC, ("Tribes") in a total sum of \$6,073.00 pursuant to the terms of a written contract for certain services rendered and goods provided in connection with the operation of certain GlobalTRACS Terminals ("GTs") purchased from Qualcomm. Tribes entered into that certain GlobalTRACS Contract dated December 7, 2006 (the "Contract") pursuant to which Qualcomm provided data transmission services, licensed certain software, shipped certain communications equipment and parts and provided certain maintenance, repair and other ancillary services in connection with the GTs. A true and correct copy of the Contract is attached hereto as Exhibit A. Pursuant to the invoices, copies of which are attached hereto as Exhibit B, as of the petition date of March 24, 2009 Tribes owed Qualcomm the amount of \$4,588.00 for goods and services rendered under the terms of the Contract. Tribes terminated the Contract prior to its expiration date and incurred termination fees in the sum of \$1,485.00 for such early termination. (See Exhibit C)

Qualcomm reserves the right to amend this claim to add any additional pre-petition unpaid amounts that may be hereafter discovered.

EXHIBIT A

CONTRACT

Case 09-14814-gwz Doc 752-2 Entered 11/17/09 20:50:40 Page 5 of 19

GLOBALTRACS CONTRACT GlobalTRACS Cover Page

This Globel TRACS contract ("Contract") is made and emerced into as of this The Day of Lacem Wil. 2004 (Effective Date") by and between the company kind has the continuer (Contracted) and OLIAL CONTRACS Cover Days, (i) the Globel TRACS Terms and Conditions, and (ii) the Globel TRACS Price List. The name if his contract shall continue the Globel TRACS Price List. The name if his contract shall continue the Globel TRACS Price List. The name if his contract shall continue the ground the Contract shall be shall continued to the price of three (3) when ("Farm"). The results the Contract shall be shall be

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GlobalTRACS Terms and Conditions

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EXHIBIT B

INVOICES

ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 **HENDERSON, NV 89011**

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

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GlobalTRACS® equipment management system 15 Billed Units

TOTAL CURRENT CHARGES

\$350.00

\$350.00 USD

TOTAL DUE BY 05/10/08

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #0260-0959-3

SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358

ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 HENDERSON, NV 89011

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Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA

ABA #121-000-358



ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 **HENDERSON, NV 89011**

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

CUSTOMER NUMBER INVOICE NUMBER 1015670

98065894

INVOICE DATE 06/06/08

MONTH ENDING 05/31/08

DATE DUE 07/06/08

CURRENT CHARGES

GlobalTRACS® equipment management system 15 Billed Units

\$412.00

TOTAL CURRENT CHARGES

\$412.00 USD

TOTAL DUE BY 07/06/08

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America

San Francisco, CA ABA #0260-0959-3 **SWIFT: BOFAUS3N** **ACH INSTRUCTIONS**

Qualcomm incorporated Account # 12330-17914

Ref: QES Bank of America San Francisco, CA ABA #121-000-358

ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

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					08/03/08

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #0260-0959-3

SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358



ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

 CUSTOMER NUMBER
 INVOICE NUMBER
 INVOICE DATE
 MONTH ENDING
 DATE DUE

 1015670
 98085023
 08/05/08
 07/31/08
 09/04/08

CURRENT CHARGES

GlobalTRACS® equipment management system 15 Billed Units

TOTAL CURRENT CHARGES

\$407.00

\$407.00 USD

09/04/08

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America

San Francisco, CA ABA #0260-0959-3 SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA

San Francisco, CA ABA #121-000-358

ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm incorporated File No. 54210 Los Angeles, CA 90074-4210

CUSTOMER NUMBER INVOICE NUM 1015670 9810494	1925년 - 1 - 12 - 12 - 12 - 12 - 12 - 12 - 12
CURRENT CHARGES	
GlobalTRACS® equipment management s 15 Billed Units	ystem \$388.00
TOTAL CURRENT CHARGES	\$388.00 USD
	TOTAL DUE BY
	10/16/08

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA

ABA #0260-0959-3 SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358

ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

 GUSTOMER NUMBER
 INVOICE NUMBER
 INVOICE DATE
 MONTH ENDING
 DATÉ DUE

 1015670
 98115083
 10/13/08
 09/30/08
 11/12/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$393.00

TOTAL CURRENT CHARGES

\$393.00 USD

11/12/08

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #0260-0959-3 SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358

ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

CUSTOMER NUMBER 1015670	NVOICE NUMBER 98126577	INVOICE DATE 11/13/08	MONTH ENDING 10/31/08	DATE DUE 12/13/08
CURRENT CHARGES		A CONTRACTOR OF THE PROPERTY O	16.00	
GlobalTRACS® equipments 15 Billed Units	it management system			\$388.00
TOTAL GURRENT CHA	RGES		٠	\$388.00 USD
				TOTAL DUE BY 12/13/08

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #0260-0959-3

SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358



ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

 CUSTOMER NUMBER
 INVOICE NUMBER
 INVOICE DATE
 MONTH ENDING
 DATE DUE

 1015670
 98136244
 12/13/08
 11/30/08
 01/12/09

CURRENT CHARGES

GlobalTRACS® equipment management system
15.Billed Units

\$383.00

TOTAL CURRENT CHARGES

\$383.00 USD

TOTAL DUE BY 01/12/09

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #0260-0959-3

SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358



ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

CUSTOMER NUMBER 1015670	INVOICE NUMBER INVOICE DATE 98151352 01/13/09	MONTH ENDING 12/31/08	DATE DUE 02/12/09
CURRENT CHARGES			A Comment of the Comm
GlobalTRACS® equipment ma 45 Billed Units	inagement system		\$367.00
TOTAL CURRENT CHARGE	is	TERMINAL TO THE PARTY OF THE PA	\$367.00 USD
			TOTAL DUE BY
			02/12/09

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #0260-0959-3

SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358

ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 **HENDERSON, NV 89011**

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

CUSTOMER NUMBER INVOICE NUMBER 1015670

98161169

INVOICE DATE 02/13/09

MONTH ENDING 01/31/09

DATE DUE 08/15/09

CURRENT CHARGES

GlobalTRACS® equipment management system 15 Billed Units

\$355.00

TOTAL CURRENT CHARGES

\$355.00 USD

TOTAL DUE BY 03/15/09

WIRE INSTRUCTIONS

Qualcomm incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #0260-0959-3 SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358



ACCOUNTS PAYABLE TRIBES HOLDINGS, LLC. 470 MIRROR CT #106 **HENDERSON, NV 89011**

PLEASE REMIT TO:

Qualcomm Incorporated File No. 54210 Los Angeles, CA 90074-4210

CUSTOMER NUMBER INVOICE NUMBER 1015670 98171401	INVOICE DATE MONTH ENDING 03/13/09 02/28/09	DATE DUE 04/12/09
CURRENT CHARGES		
GlobalTRACS® equipment management system 15 Billed Units		\$355.00
TOTAL CURRENT CHARGES		\$355.00 USD
		TOTAL DUE BY 04/12/09

WIRE INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA

ABA #0260-0959-3 SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated Account # 12330-17914 Ref: QES Bank of America San Francisco, CA ABA #121-000-358